

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: Gabriel S. Fontana d/b/a Fonatana Consulting
Debtor(s)
Pittsburg Property Maintenance LLC
Co-Debtor

THE HUNTINGTON NATIONAL BANK
Movant

v.

Gabriel S. Fontana d/b/a Fonatana Consulting
Pittsburg Property Maintenance LLC
Respondents

BK. NO. 22-22293 CMB

CHAPTER 11

MOTION NO.
FILED UNDER LOCAL BANKRUPTCY
RULE 9013.4 SECTION 6(a)

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

/s/ Brian Nicholas

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Date: April 24, 2023

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BK. NO. 22-22293 CMB

CHAPTER 11

MOTION NO.
FILED UNDER LOCAL BANKRUPTCY
RULE 9013.4 SECTION 6

**MOTION OF THE HUNTINGTON NATIONAL BANK
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362 PURSUANT TO BANKRUPTCY PROCEDURE RULE 4001**

THE HUNTINGTON NATIONAL BANK, its successors and/or assigns (“Movant”), filing this Motion for Relief from the Automatic Stay (“Motion”), and in support thereof would respectfully show:

1. On 1/18/2022, Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. Section 157 and 1334.
3. Movant is the owner and holder of a Vehicle Retail Installment Contract (“Agreement”) signed by Co-Debtor on September 25, 2019. Movant is secured under the Agreement by a properly perfected first lien security interest in a 2019 Ford F250 Super Duty, VIN# 1FT7W2BT0KEF28014, (“Vehicle”).
4. By virtue of the above, Movant is the holder of a secured claim against Debtor and Co-Debtor.
5. Debtor and Co-Debtor are/is in default under the terms of the Agreement by failing to provide proof of insurance.
6. The outstanding balance under the contract is \$71,158.81.
7. The fair market value of the Collateral is \$65,450.00.
8. Movant alleges that the automatic stay should be lifted for cause pursuant to 11 U.S.C. Section 362 (d)(1) in that Movant lacks adequate protection of its interest in the Vehicle as evidenced by

the following:

- (a) Debtor and Co-Debtor defaulted under the terms of the Agreement by failing to provide proof of insurance:
 - (b) The Vehicle and the value of the Vehicle is in a state of decline and continues to decline: and
 - (c) Debtor and Co-Debtor is/are unable to show that the Vehicle is properly insured.
9. Movant has had to retain counsel to represent it before this Court and is incurring attorneys fees and court costs for which it is entitled to reimbursement under the terms of the Agreement.

WHEREFORE, Movant respectfully prays that, upon final hearing of this Motion, (1) the automatic stay will be terminated as to Movant to permit Movant to seek its statutory and other available remedies (2) Movant be permitted to obtain possession of the Vehicle to the exclusion of Debtor(s): (3) Movant be granted its attorneys fees and costs: (4) Movant be granted such other and further relief, at law or in equity as its just.

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